

EXHIBIT A

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ELIZABETH RICE
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July 18, 2007

VIA FEDEX

Nkemjika S. Obiechina, DMD
West 86th Street Dentistry, PC
255 Central Park West
New York, NY 10024

Re: Banc of America Practice Solutions, Inc. v. West 86th Street Dentistry, PC et al.

Dear Dr. Obiechina:

As requested by Banc of America Practice Solutions, Inc., enclosed please find a copy of the Stipulation of Settlement and Dismissal to be filed with the court. Kindly sign and return the stipulation to my office as soon as possible. A copy will be forwarded to you after same is executed by the judge. Thank you for your time and attention to this matter.

Sincerely,



Elizabeth Rice
Paralegal

ER
Enclosure

Joseph H. Lemkin (JL-2490)
DUANE MORRIS LLP
A Delaware Limited Liability Partnership
744 Broad Street
Newark, New Jersey 07102
(973)424-2000
Facsimile (973) 424-2001

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

<p>BANC OF AMERICA PRACTICE SOLUTIONS, INC. as servicer for BANK OF AMERICA, successor by merger and acquisition to MBNA AMERICA (Delaware NA), assignee of Sky Bank, as agent for U.S. Bank Trust National Association,</p> <p>Plaintiff,</p> <p>v.</p> <p>WEST 86TH STREET DENTISTRY, PC and NKEMJIKA S. OBIECHINA, DMD,</p> <p>Defendants.</p>	<p>Civil Action No. CV -07-4752</p> <p>Honorable Laura Taylor Swain</p>
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STIPULATION OF SETTLEMENT AND DISMISSAL

Plaintiff, BANC OF AMERICA PRACTICE SOLUTIONS, INC. as servicer for BANK OF AMERICA, successor by merger and acquisition to MBNA AMERICA (Delaware NA), assignee of Sky Bank, as agent for U.S. Bank Trust National Association ("Plaintiff"), and Defendants, WEST 86TH STREET DENTISTRY, PC and NKEMJIKA S. OBIECHINA, DMD, (collectively, "Defendants"), by and through their counsel and/or on their own behalf, hereby stipulate to the settlement of this action as follows:

1. Defendants are presently delinquent with payments regarding one of their loans serviced by Plaintiff. With respect to loan account no.: 1827260-9001, Defendants are due for the months of May, June and July, 2007. The delinquent amount is \$11,723.00 (including payment due for July 20, 2007) (the "Arrears").

2. In order to resolve this litigation, Defendants and Plaintiff have agreed to enter into a forbearance agreement dated July 11, 2007 (the "Forbearance Agreement"). A copy of the Forbearance Agreement is attached hereto as Exhibit "A".

3. The terms of the Forbearance Agreement are incorporated herein as if fully set forth in this Stipulation and Order.

4. This Stipulation and Order may be executed in counterparts and delivered by facsimile transmission, all of which shall constitute but one in the same document;

5. This Stipulation and Order shall be effective when "SO ORDERED" by the Court. The parties shall co-operate to obtain entry of this Stipulation and Order forthwith.

6. Upon entry of the within Stipulation by the Court, this action will be dismissed.

7. Plaintiff may apply to the Court, on 10 days notice to Defendants, to re-open this case and seek a default judgment against both Defendants as well as an Order of Seizure, in the event Defendants fails to comply with their obligations set forth in the Forbearance Agreement.

SO ORDERED, this _____ of July, 2007

U.S.D.J.

BANC OF AMERICA PRACTICE
SOLUTIONS, INC

By: /s/ Joseph H. Lemkin
One of its Attorneys

DUANE MORRIS LLP
744 Broad Street
Newark, NJ 07102
(973) 424-2040
(973) 424-2001 Fax
Joseph H. Lemkin, Esq. (JL/2490)

WEST 86TH STREET DENTISTRY, PC

By: _____
Nkemkika S. Obiechina,

NKEMJIKA S. OBIECHINA, DMD,

By: _____
Nkemkika S. Obiechina,

EXHIBIT A

Bank of America



VIA OVERNIGHT MAIL

July 11, 2007

Nkemjika S. Obiechina, DDS (GO) DDS
 West 86th Street, Dentistry, PC
 255 Central Park West, Ste. 3
 Corner of Central Park and West 86th Street
 New York, NY 10024

Re: Account No. 1827260-9001 ("Loan")

Dear Dr. Obiechina:

The Loan referenced above is in default for your failure to make the required monthly payments due thereunder. In consideration of Banc of America Practice Solutions, Inc. ("BAPS") extending a forbearance of the default for a period of time, it is mandatory that you indicate your acceptance of the following terms and conditions by signing and dating this letter forbearance agreement in the space provided below.

You agree to provide to BAPS copies of your 2005 and 2006 business and personal tax returns within the next thirty (30) days.

As of the date of this letter, your Loan is paid through April 20, 2007. The amount past due in payments on this Loan is \$11,723.00 (including the payment owing for 7/20/07), excluding late charges ("Past Due Amount"). You agree to pay to the order of BAPS the Past Due Amount, as well as payments that will come due under the Loan during this forbearance agreement as follows:

<u>Payment Due In Our Office</u>	<u>Amount Due</u>
7/24/07	\$5,862.00
8/24/07	\$5,862.00
9/24/07	\$5,862.00
10/24/07	\$5,862.00
11/24/07	\$5,862.00
12/24/07	\$5,862.00

All payments due hereunder must be remitted on or before the Payment Due In Our Office dates set forth above, and remitted either in the form of direct speed payment via telephone to Bryan Murphy at 1-888-495-2495, or by cashier's check, certified bank funds, or money order, payable to: "Banc of America Practice Solutions, Inc." and sent to: Banc of America Practice Solutions, Inc., Attn: Exception Processing, 2740 Airport Drive, Suite 300, Columbus, OH 43219.

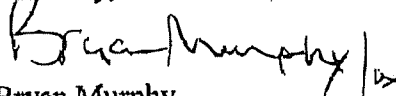
This forbearance agreement will become effective on the date you sign, date and return this letter, and will end with the last payment due under this agreement on December 24, 2007. Thereafter, the agreement for your Loan will continue in full force and effect, as well as your obligations thereunder. Your regular monthly payments of \$4,689.00 under the Loan will resume with the payment due January 20, 2007. This payment arrangement does not include late charges and they will continue to assess until the Loan is brought current in payment.

All the provisions of the agreements for the Loan, except as herein provided, shall remain in full force and effect. Upon the breach of any provision of this agreement, BAPS may terminate this agreement and, at the option of BAPS, institute default proceedings according to the terms of the agreements for the Loans, without regard to this agreement.

Please sign and date this agreement, and fax it to BAPS at: 888-831-1256. Please return the signed and dated original of this letter agreement to me in the envelope provided, and retain a copy for your records.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

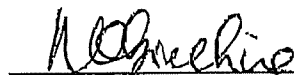


Bryan Murphy
Senior Portfolio Manager

Acknowledged and agreed: The undersigned acknowledges that he has read, understands, accepts and agrees to the terms and conditions of this letter forbearance agreement.

West 86th Street Dentistry, PC

By:


Nkemjika S. Obiechina

Date:

07/12/07


Nkemjika S. Obiechina